

Amendment 2
Refugee Community Advocate & Capacity Building for the Refugee Community
Solicitation # RC8931

The Department of Workforce Services will be extending this RFP. The RFP will close

October 8, 2008 at 3:00 p.m.

In addition the Department will be holding Two (2) more pre-proposal meeting to answer question pertaining to the RFP and the Department Intent for this program.

August 6, 2008 – 12:00 pm – 2:00 pm

Department of Workforce Services

140 E 300 S

Conference Room 101 North

Salt Lake City, UT

Parking located at City Center located

140 E 400 S

August 12, 2008- 5:00-7:00pm

Department of Workforce Services

1385 S. State St.

Conference Room 157 A

Salt Lake City, UT

All question must be submitted to RFP Depot by October 6, 2008, 7:00 a.m.

REQUEST FOR PROPOSAL
Refugee Community Advocate & Capacity Building for the Refugee Community
Solicitation # RC8931
Pre-proposal Conference
10:00 a.m.

In Attendance for State of Utah: Gillian Johns-Young, DWS Procurement Specialist
Gerald Brown, Director, Refugee Services Office
Norman Nakamura, Program Specialist, Refugee Services Office
Notes/Minutes: Tricia Mecham, DWS
Jennifer Callister, DWS

DOING BUSINESS WITH THE STATE OF UTAH

Questions will be submitted to Gillian and she will forward to Gerald to get responses, which will be posted on RFP Depot. Intent of the meeting is for potential bidders to ask as many questions as possible or as is needed to fully understand the requirements of the RFP. This is a competitive bid. Scores will be based on proficiency as to answering the questions posed by the department in the RFP. Answers to questions must be submitted to the RFP Depot. If submitting information, RFP, questions, answers, etc. in person, all must arrive and be date/time stamped no later than 3:00 pm on 13 August. DWS will be answering questions until August 4th. We are working with new staff at State Purchasing, so the RFP document may be confusing. Corrections will also be posted on RFP Depot.

Attachment K was not attached to the original, but provided at the Proposal Conference. Attachments C and D must be signed.

RFP REQUIREMENTS

Proposal requirements on page 23 must be adhered to. If an exception to A or B, it needs to be noted amended.

DETAILED SCOPE OF WORK

The concept is that we want to get community advocates, social workers or caseworkers who have some social work training for each community who can go into homes and take care of case management. We want it to be culturally and organizationally appropriate. We also need people who know how to do community building. The mentoring organization should watch over the funds and ensure social work and needs are being addressed appropriately. The three players are mentoring organizations, community based organizations, and the people on the ground.

Gerald referred to p 22, where the outcome measures are addressed. One of the things we want done is for every community organization to make a list of every family in their community, because it's impossible to help if we don't know who's in it. Assessments will then be made of needs of the family.

BUDGET

The available budget is not being announced at this time. We expect those bidding to determine how much it will realistically take to accomplish the objectives. If an organization comes in with a proposal that is too high (example, double the price of any other applicant), they won't get any portion of the available funds.

QUESTIONS

- Q Patrick signs contracts, can he sign for the RFP or will they need to send it to national headquarters?
- A Yes, Patrick can sign.
- Q Would the refugee organization mentor the advocate as well as the refugee?
- A Potentially. It is the role of the mentor to ensure it's done right.
- Q Would only one mentor/advocate be hired under the proposal?
- A No, not necessarily.
- Q Is there an expectation of how many communities would be mentored by any one organization?
- A We would like to see multiple, perhaps a handful of contracts.
- Q If awarding two to three contracts, what would be a ballpark amount of how much the contracts would be?
- A We can't respond to that because it's not included in the RFP. We are not assigning a budget to the RFP. It's for applicants to tell us how much they think they can do it. Aren't sure how much money is available. If we get good proposals, he'll find a way to fund if. If we don't get good proposals, won't fund any of them, but use the funds for something else.
- Q Budget is 35 points of the scoring, is there an expectation of how the contract should be distributed between community organization, mentoring organization and people on the ground?
- A The is not a dollar limit to contracts. If a proposal come in with a great program that mentors several community organization and has a substantial community advocate presence and there are not other viable proposals the department could aware the full amount to this proposal. We just want proposals to evaluate.
- Q The indirect cost is limited to 15%; to what does that apply?
- A Any administration costs that your organization deems necessary to oversee the program, e.g. the corporate office in NY allocation, the Corporate officers allocation etc.
Staff salaries for program for mentoring organization or advocates will be direct costs.
- Q Are children also listed?
- A The creation of database will just require families' information only.

Q RFP refers to families who after 6 months have not been served. How does it differ from the new arrival refugee?

A We are focus on everyone in the particular refugee community that is new arrivals up to five (5) year.

Q So this RFP is about providing services to all?

A That's why we're working to provide these services, whether IRC or the other VOLAG's are doing the case management and assessments.

Q I need to better understanding of the role of the community advocates.

A The intent is to have some folks checking on each family in the particular refugee community; by doing home visits, determining if the immediate needs of the family are being met. Some needs may be addressed later.

Q Does the contract pay for supplies and equipment to address financial needs.

A It could be built into the proposal, but refugees also need to be able to connect to mainstream resources. We are trying to meet the needs of each one. If needs are already known and agency wants to build in emergency funds, it will be considered. If someone has a great idea, but funding requested is just under full amount available, Gerald will look for additional funding.

Q Because there is a state rule about the amount being inappropriately high, is there a problem with bidding too low.

A Budget request needs to be reasonable and realistic for the scope of the proposal. If we receive a proposal that is inordinately low we may require an oral presentation of the proposal.

Q Do refugee community organizations have to have 501c3 status?

A No.

Q Often in these communities kids are undernourished and uneducated. How are people going to be helped, i.e.: When the doctor checks children, they are often found to be in lower percentiles for weight. This is particularly because no one is showing these refugees how to deal with basic life skills. Having mentors to address such things as going with refugees to medical appointments, grocery stores, etc.

A That is the theory and the exact kind of activity we are hoping for the community advocate workers review and participate in; going, reviewing the conditions, write it up, then go to mentoring organization to develop a training plan. Activity needs to be at grass-roots level.

Q Are you open to the idea of a larger proposal consisting of a combination of agencies and areas of expertise in order to provide more comprehensive services, rather than each doing proposals individually.

A We want entities to bring the pieces (their services), but to a different forum. The main emphasis is to get "boots on the ground" review and analyze the problems and assist the remedies. Emphasis is on the casework piece. If providers want to create a partnership, the State will not dissuade nor view it unfavorably. We realize none of us are or can be all things to all people.

- Q The DWS representatives asked for participants' opinions on why there was not more participation or attendance at this pre-proposal conference.
- A The attendees felt the RFP is long and confusing.
- Q With so many groups coming in, there may be duplication of proposals for mentoring of specific communities. There may also be a community for which a proposal to mentor is not submitted. Example: Somali-Bantu.
- A Somali-Bantu falls under the category of a group that needs help, rather than one in a position to be a mentor. They do not meet the RFP requirement that they have previously operated a grant/contract of \$100,000 or more. Without any experience, a group may harm themselves.
- Q The RFP is referring to advocates, this RFP is more about case management than helping the organizations get 501(c) 3 status.
- A Yes. Community advocates have to be hired, trained, supervised and mentoring organization has to ensure that is done responsibly.
- Q So small groups could be included as a piece to get some experience but awarded agency will have the accountability?
- Q Along those lines, if they were to target the Karen population, would they attach the MOU? Who signs for the groups proposing to be a mentor, can they negotiate?
- A If that is how the Offeror decides to do it, the state cannot direct how applicants bid will do their proposal.
- Q Is it ok to have multiple organizations within a particular community?
- A Yes. Some groups have been dividing among themselves. He would like to pull them together, but if it appears necessary to divide, it would be OK.
- Q What if there is not a need to divide communities? She described Burmese Muslims working with Karen at Heartland. Would it be ok to combine communities, which already work together?
- A Yes
- Q Some communities may need more intensive assistance than others – the Eritreans community for instance, lacks language as well as basic skills, but if anyone were to come in to teach them, they would still not understand much. She proposes having someone to show them how to live for a period of two months.
- A What that community would need to do, not having managed a big contract, is to find another agency that has and can mentor to ensure the funds are managed properly. Not just give them money and expect them to make appropriate use of it.
- Q When referring to multiple groups in a community, we should foster their integration with other communities. But it is not the state's place to require that.
- A That is a reasonable comment. We can't pay for any nonprofit to bring all of the Karen community together. It would be great, but we cannot fund it.

- Q One agency won't know what another is doing. Can agencies work together and discuss, so they know what the others are bringing to the table and coordinate?
- A Those present are for the most part experienced and they found the RFP document difficult to negotiate, that must be why less experienced stayed away. Because of lack of participation at this session, is it possible to extend the time and host another pre-proposal conference?
- A Yes.
- Q There is also the requirement to use RFP depot, which some potential providers can't access, or navigate or find intimidating.
- A Described the various methods by which the proposal is available – we have to go through RFP depot because the questions are broadcast and must be responded to in 24 hours.
- Q How do we channel resources more to community groups while keeping accountability?
- A If amount is under a certain level, there is less risk and accountability, so requirements are reduced.
- A We can let purchase order up to \$15K as a purchase order and there is no monitoring requirement.
- Q Can't we do that then, to give smaller groups some experience?
- A That is possible for the future, perhaps. These grants are in excess of \$15K, however.
- A Caution: there have been situations where we've been trying to allow low-risk opportunities to help smaller organizations, but that failed because of lack of experience. This has a negative impact on the refugees and the community they serve.
- Q Would like to see funds going to some of the associations.
- A They would require mentoring organizations that understand the needs of the community.
- Q Do we need to re-write the RFP to make it more clear?
- A Not necessarily, if DWS could provide a summary as an amendment to the RFP and/or minutes. The summary should explain what DWS is looking for without people having to search within the RFP document. We are all supportive of the summary, with the understanding that the summary must be consistent with the RFP document. The audience the RFP drew is from mentoring organizations, but it would be helpful to craft the language so that it's more accessible to community organizations and include the benefit to those organizations, which is the capacity building piece.
- Q How can we encourage community organizations to seek out a mentoring organization?
- A Perhaps they don't know whom to look for as mentoring organizations. IRC will post the announcement for the next RFP conference at her agency. The Department intent of this meeting is clarification to the RFP. Perhaps we could have cards for every one here for mentoring organizations to have points of contacts. Both the mentor and the attendees may be able to do some more creative things, but need to follow state procedure. The intent of the state is to protect spending of taxpayer's funds.
- Q When would the money flow?

A It's state money that has already been allocated, so funds can be released at any time.

DECISION: There will be an extension on the RFP; **the new date is October 8, 2008 at 3:00 p.m.**

DECISION: Minutes will be made available both on RFP Depot and via email to those in attendance.

DECISION: The Department will have 2 more pre-proposal conferences to assist with the RFP and the minutes. The dates of the pre-proposal conferences:

August 6, 2008 – 12:00 pm – 2:00 pm
Department of Workforce Services
140 E 300 S
Conference Room 101 North
Salt Lake City, UT
Parking located at City Center located
140 E 400 S

August 12, 2008- 5:00-7:00pm
Department of Workforce Services
1385 S. State St.
Conference Room 157 A
Salt Lake City, UT

Meeting concluded at 11:50.

Legend	
Q	Question posed by the attendees
A	Answers to the questions

Refugee Community Advocate & Capacity Building for the Refugee Community
Solicitation # RC8931
Summary of The Department's Intent for the Program

I. Summary:

Some refugees living in Utah are not receiving basic social services that are necessary for them to live safely and to integrate in their new homeland. The **primary purpose** of these grants is to provide culturally and linguistically competent community advocates to communities of refugees most in need of these basic social services. These advocates will help ensure that refugees most in need of social services receive them.

The initial Reception and Placement period, funded by the Department of State, private resources, and Match Grant funding from the Office of Refugee Resettlement (ORR) lasts for six months at most. At this point, refugees in Utah are referred to other service providers for additional assistance. Currently, there is no systemic process to ensure that refugees receive the services they need after six months from arrival. Creating such a system is a goal of the new Utah Refugee Services Office. This will take time, however. Meanwhile, many refugees need immediate help in accessing the services they require. This grant is meant to support the hiring of refugee social workers or community advocates who come from the same communities that they will serve. The community advocates will receive basic training in social work, including: what problems to look for when visiting refugee families, i.e. family safety, living skills deficiencies, etc.; what the social services available in the community; how, perhaps most importantly, **how to access mainstream social services**. After being trained, community advocates will visit families in their homes and do assessments of their needs. Advocates will then help meet the needs by referring people to services, helping them access services, ensuring that services are provided, and ensuring that services actually meet the needs.

The **secondary goal** of the grant is to provide refugee community organizations with the experience of developing and overseeing social services, hiring and supervising staff, and managing funding. The organizations will receive technical assistance and support from more established nonprofit organizations during the grant period. This experience will assist the refugee organizations in competing for and managing other grants in the future. Refugee community organizations with an established, successful grant management record, which have undergone at least one independent audit, are not required to work with a mentoring nonprofit organization, though they are invited to do so. No one understands the needs of refugees more than refugees themselves. Refugee community organizations are best positioned to know the needs of community members and to make sure that the needs are met, assuming that they can muster the funding necessary to pay for staff and do not have to rely entirely on community volunteers. Before receiving funding, however, refugee community organizations have to develop the capacity to manage it. Acquiring paid staff requires the capacity to hire, train and supervise them. Such capacity is most readily obtained by hands-on experience

Another goal of the grant is to foster collaboration and cooperation between established service organizations and newer refugee community organizations.

II. Allowable Activities:

1. Hiring Community advocates who –

- Are fluent in the language of the refugees in need of services
- Are culturally competent relative to the refugees in need of services
- Are known and trusted in the communities of the refugees in need of services
- Are trained in accessing the social services needed (e.g. who provides the services, the processes for accessing the services, etc.)
- Are intimately familiar with the refugee experience

1. Administrative funds for a refugee community organization(s) in order to –

- Select the community advocate, with the social service organization (see below)
- Direct supervision of the community advocate
- Guidance to the advocate in identifying refugees in the community who are in need of help
- Provide program and financial reports, with assistance from the mentoring organization as needed
- Educate the refugee community of the purpose of the community advocate

2. Administrative funds for an established, experienced social service organization with a 501c3, or a governmental entity responsible for the provision of social services to–

- Provide training and guidance to the refugee community organization, as needed
- Be ultimately responsible to the Refugee Services Office for the execution of the grant and the accounting of government funding
- Assist the refugee community organization in selecting the community advocate, as needed
- Provide technical assistance to the refugee service organization in the direct supervision of the community advocate, as needed
- Provide technical assistance to the refugee community organization in the provision of program and financial reports
- Ensure that the community advocate is adequately trained
- Ensure that reports required by the State are provided in a timely manner

III. Flow Chart

1. Refugee Community Organization (RCO) [or a group of refugee community leaders, if the refugee community does not yet have a formal organization] determines that families in the community need one-on-one help from a paid case worker (called a community advocate in the grant) from the community.
2. RCO identifies a more experienced nonprofit, 501c3, organization to serve as its mentoring partner. The Mentoring Organization (MO) is required in order to ensure that the grant funding is properly managed, that financial and program reports are completed, and that any help that the RCO needs regarding hiring, training, and supervising the community advocate is available.

3. RCO and MO develop a memorandum of understanding (MOU) in which they state how the two will work together and which is responsible for what.
4. The two partners apply for the Refugee Services Office grant. The MO must be the grantee because it will be responsible for managing the money. If the RCO has managed a government grant of \$100,000 or more, it is not require that the RCO partner with a MO.
5. Once grant is awarded to the partnership, RCO hires a community advocate who:
 - Develops a complete list of all families in the community
 - Visits each of the families in the community and assesses their needs
 - Develops a plan to refer people to services which are called for in the plan.
 - Makes sure that people referred to services actually get to services and that services are actually provided.
 - Documents all work done with families

STATE OF UTAH



SOLICITATION NO. RC8931

Refugee Community Advocate & Capacity Building

RESPONSES ARE DUE PRIOR TO:

Aug 13, 2008 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid RC8931

Refugee Community Advocate & Capacity Building

Bid Number RC8931
Bid Title Refugee Community Advocate & Capacity Building

Bid Start Date Jun 25, 2008 3:01:22 PM MDT
Bid End Date Aug 13, 2008 3:00:00 PM MDT
Question & Answer End Date Aug 5, 2008 4:00:00 PM MDT

Bid Contact Rosalie Nance
Purchasing
801-538-3145
rnance@utah.gov

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for See Specifications

Bid Comments The State of Utah, Department of Workforce Services is seeking a contract for a Refugee Community Advocate and Capacity Building for the Refugee Community.

Please see the attached RFP specifications for specific details. Questions concerning this solicitation should be submitted via the RFP Depot electronic system.

If you have trouble submitting your response or attaching documents in the RFP Depot Site, please contact vendor Customer Support at 801-765-9245.

Item Response Form

Item RC8931-1-01 - See the Attached Specifications
Quantity 1 each
Prices are not requested for this item.
Delivery Location State of Utah
Department of Corrections - Draper
14425 South Bitterbrush Lane
Draper UT 84020
Qty 1

Description

Please remember to complete all required forms and documents included in the RFP attachments. They need to be submitted with your proposal.

State of Utah

Request for Proposal

Legal Company Name (include d/b/a if applicable) <input style="width: 90%;" type="text"/>	Federal Tax Identification Number <input style="width: 80%;" type="text"/>	State of Utah Sales Tax ID Number <input style="width: 90%;" type="text"/>	
Ordering Address <input style="width: 90%;" type="text"/>	City <input style="width: 80%;" type="text"/>	State <input style="width: 40%;" type="text"/>	Zip Code <input style="width: 80%;" type="text"/>
Remittance Address (if different from ordering address) <input style="width: 90%;" type="text"/>	City <input style="width: 80%;" type="text"/>	State <input style="width: 40%;" type="text"/>	Zip Code <input style="width: 80%;" type="text"/>
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government	Company Contact Person <input style="width: 90%;" type="text"/>		
Telephone Number (include area code) <input style="width: 80%;" type="text"/>	Fax Number (include area code) <input style="width: 80%;" type="text"/>		
Company=s Internet Web Address <input style="width: 90%;" type="text"/>	Email Address <input style="width: 90%;" type="text"/>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input style="width: 80%;" type="text"/>	Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input style="width: 80%;" type="text"/>		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. <input style="width: 90%;" type="text"/>			
Offeror=s Authorized Representative=s Signature <input style="width: 90%;" type="text"/>	Date <input style="width: 80%;" type="text"/>		
Type or Print Name <input style="width: 90%;" type="text"/>	Position or Title <input style="width: 90%;" type="text"/>		

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via RFP Depot, LLC. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked

to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at www.purchasing.utah.gov/main/index.php?module=Pagesetter&func=viewpub&tid=1&pid=13. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision 13 September 2007 - RFP Instructions)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated

damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as

amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 Feb 2007)

State of Utah
Division of Purchasing



Request for Proposal

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REQUEST FOR PROPOSAL
Refugee Community Advocate & Capacity Building for the Refugee
Community
Solicitation # RC8931

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to enter into contracts with qualified collaborations between refugee community organizations and more experienced mentoring non-profit organizations. The mentoring organizations will provide guidance and coaching for less experienced Refugee Community Organization, which will provide the following services in their communities:

- Ensure that refugees receive the social services they require through the use of culturally and linguistically appropriate and competent community advocates.
- Ensure that the Refugee Community Advocate is properly trained and supervised.

The mentoring organization will:

- Assist the Refugee Community Organization in managing funds, financial planning and addressing the needs of their community members using government funding.
- Ensure that state reporting requirements are met.
- Ensure that the program is evaluated according to the criteria of the contract announcements from the state or federal agencies.
- Ensure that community advocate are properly trained and supervised.

This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to provide evidence of service capability under any agreement.

It is anticipated that this RFP may result in a contract award to one or more contractors.

The Department will be funding this program through Refugee Social Services CFDA 93.566 funds and or the State Restricted Account for Refugee Community Capacity Building.

BACKGROUND

Refugee community organizations (RCO) play an essential role in refugee resettlement. Run by refugees in the communities where they live, RCOs understand the challenges and needs of newcomers and provide continuing support for their integration into U.S. society. They also understand the strengths and assets that refugees bring to their new home and serve as vehicles through

which those assets can benefit the broader society. Refugee community organizations eligible for this announcement will have organized under the non-profit status of 501(c)(3) with their board of directors consisting of no less than 51% of refugees.¹

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Department of Workforce Services (DWS) here after referred to as the Department, DWS, or State. The reference number for the transaction is Solicitation # RC8931. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received electronically or at the specified address below by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through RFPDepot at <http://www.rfpdepot.com/DPX>. However, if you choose to submit hard copies, one original and six (6) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

Electronic proposals may require the uploading of electronic attachments. RFP Depot's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents is prohibited. All documents should be attached as a separate file.

LENGTH OF CONTRACT

The Contract(s) resulting from this RFP will be for a period of one (1) year. The contract(s) may be extended beyond the original contract period for *one* year for up to two (2) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for 1 year. Following the price guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any

¹ Refugee community which has recently arrived in the United States, i.e. within the last two years, and which have not yet formed their own 501c3 organization may partner with a mentoring organization, which has a 501c3.

adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions (see attached).

Attachment A: Utah state standard Terms and Conditions
Attachment B: Additional Department's Standard Terms and Conditions
Attachment C: Code of Conduct
Attachment D: Disclosure of information
Attachment E: Financial Reporting
Attachment F: Insurance requirements
Attachment G: Definitions for this RFP
Attachment H: DWS Form 115
Attachment I: DWS Form 360
Attachment J: Fix Cost Sheet
Attachment K: Budget Form

QUESTIONS & PRE-PROPOSAL CONFERENCE

The Department will hold a pre-proposal conference at the Central Region Administration Office, 1385 S. State St., Salt Lake City, UT 84115 on Thursday, **July 10, 2008 at 10:00 am, Conference Room 157A.**

All questions must be submitted in writing and may be submitted through RFPDepot. Questions are due by 5:00 p.m. on **Tuesday, July 22, 2008.** Questions received after that date may not be answered. Questions and answers will be given via an addendum posted on the Division of Purchasing website. <http://purchasing.utah.gov/main/>

THE DEPARTMENT STRONGLY SUGGESTS AND ADVISES ATTENDANCE AT THE PRE- PROPOSAL CONFERENCE.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be accessed at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the Offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an Offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

A. Purpose

The Department is looking for a partnership(s), which includes an experienced social service organization to be a mentoring organization, here after referred to as the Mentor or Mentoring Organization, and a Refugee Community Organizations, here after referred to as Refugee Community Organizations or RCO. The intent of the partnership(s) is to assist refugee community based organizations to develop the organizational capacity to better assist refugees in Utah. The Mentoring organization and the Refugee Community Organization will work together to hire a Refugee Community Advocate. Should a refugee community organization have the capacity, business acumen and expertise to execute the same mentoring/teaching function to other refugee community organizations that require the assistance, as evidenced by having successfully administered a government contract of \$100,000 or more, the qualified refugee community organization may serve as a Mentoring Organization for a less experienced refugee community organization.

1. The first purpose of this solicitation is to ensure that refugees receive the social services they require through the use of culturally and linguistically appropriate and competent community advocates. The primary goal of the Refugee Community Advocate is to connect refugees to needed social services. Though many refugees receive the social services they require to become self-sufficient and to integrate into their new homes, many do not. The initial Reception and Placement period, funded by the Department of State, private resources, and Match Contract funding from the Office of Refugee Resettlement (ORR) lasts for approximately six months. At this point, refugees in Utah are referred to other service providers for additional assistance. Currently, there is no systemic process to ensure that refugees receive the services they need after six months from arrival. Creating such a system is a goal of the new Utah Refugee Services Office. This will take time, however. Meanwhile, many refugees need help in accessing the services they require.

2. The second purpose of this solicitation is to give inexperienced refugee community organizations experience in managing funds and addressing the needs of their community members using government funding. Refugee community organizations will gain the experience of developing and overseeing social services, hiring and supervising staff, and managing funding. The refugee community organizations will receive technical assistance and support from a more established nonprofit Mentor Organization during the contract period. This experience will assist the refugee community organizations in competing for and managing other contracts in the future.

Refugee community organizations with an established, successful contract management record, and which have undergone at least one independent audit, are not required to work with a mentoring nonprofit organization, though they are invited to do so.

It is intended that the activities of this contract will foster collaboration and cooperation between established service organizations and newer refugee community organizations.

B. Services

The Mentoring Organization or Mentor must be responsible to provide the following services to one or more inexperienced refugee community organizations:

Activity 1: Community Capacity Building

- A. The project will be a collaborative between an experienced refugee social service organization (Mentor or Mentoring Organization) and a relatively inexperienced refugee community organization:
 - 1. The Mentoring Organization shall have experience in successfully managing a government contract of \$100,000 or greater.
 - a.) The responsibilities of the Mentoring Organization:
 - Ensure that state funding is properly accounted for and managed.
 - Ensure that the Refugee Community Advocate is properly trained and supervised.
 - Ensure that the program is evaluated according to the criteria of the contract announcement.
 - Ensure that state reporting requirements are met.
 - Provide training and guidance to the Refugee Community Organization, as needed.
 - Be ultimately responsible to the Refugee Services Office for the execution of the contract and the accounting of government funding.
 - Assist the Refugee Community Organization in selecting the Refugee Community Advocate.
 - Provide technical assistance to the Refugee Community Organization in the direct supervision of the Refugee Community Advocate.
 - Ensure that the Refugee Community Advocate is adequately trained.
 - Provide technical assistance to the Refugee Community Organization in the provision of program and financial reports.
 - b) The responsibilities of the Refugee Community Organization, with support from the Mentoring Organization:

- Hire a Refugee Community Advocate of the same ethnicity and language group as the community the Refugee Community Organization represents and serves.
 - Train and supervise the Refugee Community Advocate.
 - Ensure that the Refugee Community Advocate has the support and cooperation of the refugee community and individual refugees being assisted. For refugee communities that do not have a viable organization, a Mentoring Organization can work with a steering committee from the refugee community that will play the role of the refugee community organization in terms of the contract.
2. The project will involve evaluating social service programs:
- a) The Mentoring Organization will:
 - Ensure that state reporting requirements are met.
 - Ensure that the program is evaluated according to the criteria of the contract announcement.
 - b) The Refugee Community Organization, with support from the Mentoring Organization will :
 - Participate in the fulfillment of state reporting requirements.
 - Participate in evaluating the program according to the criteria of the contract announcement.
3. The project will provide experience in hiring, administering and supervising the Refugee Community Advocate.
- a.) The Mentoring Organization provides necessary assistance to the Refugee Community Organization which:
 - Selects the Refugee Community Advocate.
 - b) The Refugee Community Organization, with assistance from the Mentoring Organization, as needed:
 - Provides direct supervision of the Refugee Community Advocate.
 - Provides guidance to the Refugee Community Advocate in identifying refugees in the community who are in need of help.
 - Provides program and financial reports.
 - Educates the refugee community of the role of the Refugee Community Advocate.
5. The project will provide experience in developing a financial management plan in which:
- a.) The Mentoring Organization:
 - Regularly reviews and approves the financial records in order to ensure that funds are properly utilized and accounted for.
 - Ensures that state reporting requirements are met.

- b.) The Refugee Community Organization, with support from the Mentoring Organization:
 - Has the day-to-day responsibility for managing funds to ensure that it acquires experience in financial management. Ensures that state funding is properly accounted for and managed.
 - Ensures that state reporting requirements are met.

The same relationship and goals apply to: hiring the Refugee Community Advocate; training the Refugee Community Advocate; and supervising the Refugee Community Advocate. The Mentoring Organization and Refugee Community Organizations will develop a plan, which is subject to approval by the Refugee Services Office, in which the two organizations work together in such a way that ensures that the Refugee Community Organization gains experience in these areas and the Mentoring Organization ensures a successful outcome in each area.

Activity 2: Refugee Community Advocate

The Refugee Community Advocate will come from the refugee community that is being served and therefore be familiar with the problems its members face. The Refugee Community Organization will provide information about what the problems are and which families need help the most. The Refugee Community Advocate will make home visits on a regular and ongoing basis. After documenting that the family has refugee status and is eligible for services, the Refugee Community Advocate will educate residents about home safety, review notices the family has received from public and private entities and does not understand, talk to refugees in a comfortable setting about how their lives are going. The Refugee Community Advocate will refer refugees to needed services, ensure that they have transportation and interpretation services, and follow-up to determine if further services are required. The Refugee Community Advocate will document all work done with the refugee community or refugee families.

Roles and responsibilities of the Refugee Community Advocate:

1. Obtains the necessary release of information and information disclosure approvals from the refugees being assisted;
2. Maintains and secure case records according to the Department's policies;
3. Learns of the resources available to refugees in the area and learns how to access them effectively (includes forming constructive relationships with the gatekeepers of such services);
4. Gets to know the refugee community s/he is serving and forms trusting relationships with all community members;
5. Knows or learns basic social work skills required to serve the refugee community effectively;
6. Knows how to determine eligibility for services;
7. Documents services provided;
8. Completes a needs assessment with the refugees and makes a plan for addressing those needs;

9. Monitors the provision of services by providers and evaluates the effectiveness of the services;
10. With the refugee, reviews assessment and plan on a regular basis and revises as appropriate;
11. Finds additional resources needed by the refugee community and brings the resources to bear on behalf of the community;
12. Acts as a resource for volunteers in the refugee community, as appropriate;
13. Represents the needs of the refugee community to outside individuals and organizations; and
14. Drafts reports of activities to the Refugee Community Organization and mentoring organization.

The involvement of the Refugee Community Advocate is necessary in order to provide the following services:

- Link refugees and refugee families to social services that they need but are not receiving for a variety of reasons, including: lack of knowledge of services available, lack of knowledge of how to access services, language barriers, lack of transportation, lack of familiarity with western social services systems and how to use them. Refugee Community Advocates will link refugees to social services by ensuring that refugees get to where social services are provided and by sometimes bringing social service providers to where refugees live.
- Educating refugees and refugee families about: western health care, the school system, police, housing rights, home safety, and other life skill issues.

In order to provide these services, the Refugee Community Advocate must be:

- Fluent in the language of the refugees in need of services.
- Culturally competent relative to the refugees in need of services.
- Known and trusted in the communities of the refugees in need of services.
- Trained or trainable in accessing the social services needed (e.g. who provides the services, the processes for accessing the services, etc.).
- Intimately familiar with the refugee experience.

Contractor's Responsibilities:

- Provide overall management and fiscal responsibility for the project.
- Follows the terms and conditions of the contract, including Bureau of Criminal Investigation (BCI) checks and record keeping requirements.
- Provide written progress reports.
- May provide services directly or through subcontracts.
- Monitor the activities of the refugee organization.
- Assure detailed record keeping and accounting for the funds being authorized and expended. In accordance with Utah Code Ann. § 63G-11-103(3)(a)-(c) (2009), for contracts entered into on or after July 1, 2009, CONTRACTOR shall register and participate in the Status Verification System in order to enter into a contract with a public employer. A public

employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state. By entering into this CONTRACT, CONTRACTOR agrees to comply with the provisions of Utah Code Ann. § 63G-11-103(3). This clause does not apply to contracts entered into prior to July 1, 2009, even though the contract may involve the physical performance of services within the state on or after July 1, 2009.

Department's Responsibilities

- Provide technical assistance when required;
- Review and monitor progress reports;
- Make payment of invoices on a timely basis;
- Perform audits, program reviews, and monitoring of the Offeror; and
- Approves plans and subcontractors as identified in the work statement.

Pathways

- **Refugee Community Advocate**
 - Refugee Community Advocate will make home-visits during which s/he will observe conditions and talk to refugees about their needs. Refugee Community Organizations will know of refugees in need because the organizations are made up of people from the community that is being served. Refugee Community Organizations will direct the Refugee Community Advocate to do home-visits for the people who need help.
 - The Refugee Community Advocate will refer refugees in need of services to non-profit and government service providers. The Refugee Community Advocate will also be periodically accompanied on home-visits by service providers who will provide services on-site, e.g. home safety information, physical examinations, etc. The refugee's responsibility is to cooperate with the Refugee Community Advocate and the service providers. This is more likely under this scenario because the customers will know and trust the Refugee Community Advocate, as well as be able to communicate with the Refugee Community Advocate in their own language.
 - When the Refugee Community Advocate becomes aware of a problem, the Refugee Community Advocate refers the person to the appropriate service, the Refugee Community Advocate ensures that the client has transportation to the service, the Refugee Community Advocate often makes the appointment with the service provider, and the Refugee Community Advocate ensures that appropriate interpretive services are available at the service provider appointment. After the appointment, the Refugee Community Advocate determines whether the appropriate service was provided and has resolved the problem. The Refugee Community Advocate makes additional

appointments with the same, or a different provider as appropriate.

The Department and other agencies may refer customers to the Mentoring Organization and/or Refugee Community Organization for services provided by the Refugee Community Advocate. If the Department generates a referral, a DWS Form 360 Referral Form, Attachment I, and the DWS Form 115 Release of Information & Consent for Coordinated Services, Attachment H, shall be provided and signed by the refugee. The appropriate Release of Information and Information Disclosures forms from other agencies shall be provided, signed by the refugee, and maintained in the appropriate record keeping system of each agency.

Information Disclosure and use of private information

Refugees are identified as a vulnerable population. Each person who has direct contact with refugees in the provision of services under this proposal shall be held accountable for the proper use and security of the private information disclosed by the refugee. Signed Release of Information and Information Disclosure forms, as describe above in Pathways, shall be obtained from the refugee and service providers to facilitate the performance of services under this proposal.

Deliverables/Outcomes

- **Outcome Measures**

- The Contractor will provide documentation that every refugee family in the database has been visited in the family's home.
- The Contractor will do an assessment of the needs of each family in the database, completing a written assessment form which must be approved by the Department's Refugee Services Office and must, at a minimum, include:
 - § Health needs of the family;
 - § Children's school attendance, academic and social progress;
 - § Housing needs;
 - § Social needs; and
 - § Financial needs.
- The Contractor will do home-safety check and, if needed, home safety education for all of the families visited, completing a home-safety checklist which must be approved by the Department's Refugee Services Office and must, at a minimum, include:
 - § Proper storage of chemicals;
 - § Proper storage of medication;
 - § Working smoke alarms;
 - § Viable second fire exit;
 - § Safe electrical fixtures and wiring;
 - § Working appliances;
 - § Working locks on entrances;
 - § Proper food handling and storage; and
 - § Other safety needs.
- Progress Reports
 - § Written progress reports are due at the end of each month.
 - § A trimester written progress report, summarizing the period's activities is due to the department on the following schedule:
 - Period 1 – Oct. 1, 2008 to Jan. 30 2009, due Feb 15, 2009
 - Period 2 – Feb. 1, 2009 to May 30, 2009, due June 15, 2009
 - Period 3 – June 1, 2009 to Sept. 30, 2009, due Oct. 15, 2009

- **Monitoring**

The Contractor, will have the ultimate responsibility to ensure that the work statement is met. The Mentoring Organization will be required to ensure all of the responsibilities are provided and followed:

- Standard Terms and Conditions.
 - Ensuring that each employee, volunteer and subcontractor's volunteers and employees will understand and sign Attachment C and Attachment D when the contract is executes and that the Department will verify this is in the employee and volunteers

- personnel files.
- Training and mentoring of the refugee community organizations.
- Determination of eligibility of refugees receiving community advocate services.
- Services provided by the Refugee Community Advocate.
- Financial accountability.
- Deliverables.
- Onsite services.
- Pathways and referrals.
- Customer Satisfaction.

The Refugee Community Organization is responsible to participate in the learning activities provided by the Mentor. The Refugee Community Organization will be required to monitor the activities and records of the Refugee Community Advocate to ensure the required services are being provided to the refugee community.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

1. The Offeror must have office location (s) within the state of Utah
2. The Offeror must provide a single point of contact in Utah for the Department to communicate with.
3. The Offeror must provide a copy of the business license for the specified county(s) or cities of operation.
4. The Offeror must provide the proposal pricing on the required Cost Proposal Form, Attachment J.
5. The Offeror must provide a copy of the certificate of the liability insurance for each facility(s) that will be serving the Department's customers.
6. The Offeror should return the original of the Code of Conduct (Attachment C) and the Conflict of Interest (Attachment D) signed by an authorized signature
7. The Offeror should return the Budget Form, Attachment K, and a budget narrative of Attachment K.
8. The Offeror will certify upon contract execution that the Offeror's employees/volunteers and all sub-contractor's employees/volunteer who provide services directly to the Department's clients as a result of this contract must have a current verifiable criminal background check in their employee files, due to the vulnerability of our client population. These employee files must be available to the Department for monitoring.
Providing "direct service" may be defined as providing individual counseling, mentoring, job coaching, training, job search activities, testing and/ or providing mental health and medical services to the Department's clients. The Department may prohibit any Offeror's and Sub-contractor's employees from providing direct client service if the criminal background check contains criminal convictions the Department deems incompatible with the services of this contract.
9. The Offeror must provide a letter documenting adherence to all terms

and conditions of the RFP and the resulting federal and state requirements

10. The partnership between the Mentoring Organization and the Refugee Community Organization will be arranged before the contract is awarded and must be described in the Offeror's contract proposal. The Refugee Community Advocate will be hired within one month after the contract has been awarded. The Refugee Community Advocate's work with the community will begin immediately after assuming the position and will continue throughout the life of the contract.
11. The Offeror must provide a timetable with clear identifiable milestones and details or descriptions for the first year of the project.
12. The Offeror will describe how it plans to create a database, which includes every refugee family in the community.
13. The Offeror will describe what the communities needs are and how they will meet these needs.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
35 %	Cost (as determined by State Purchasing)
30 %	Demonstrated ability to meet the scope of work (proposed work, collaboration, etc.)
10 %	Demonstrated capability of Mentoring organization to provide Technical Assistance to the refugee community organization
15 %	Established needs of the community
10 %	Capacity of the refugee community organization to meet the needs identified (with the technical assistance of the mentoring organization)

COST PROPOSAL
Refugee Community Advocate & Capacity Building for the Refugee
Community
Attachment J

To provide the program as detailed in the Scope of Work for a year:

\$ _____

(Any deviation from this format may result in disqualification of proposal)

**Refugee Community Advocate & Capacity Building for the Refugee Community
#RC8931
RFP EVALUATION SCORESHEET**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (30 points possible)		----	----	----
Description of how program will be established and carried out	20 points possible		X 4	
Collaboration partnership agreement(s)	5 points possible		X 1	
Timetable / milestones	5 points possible		X 1	
2. Demonstrated Capability of Mentoring Organization to provide Technical Assistance to the Refugee Services Organization (10 points possible)		----	----	----
Demonstrated Experience	5 points possible		X 1	
Proposal Requirement (all documents submitted)	5 points possible		X 1	
<ul style="list-style-type: none"> - Attach C - Attach D - Attach J - Attach K - Copy of Business license - Copy of Liability Insurance - Letter of adherence to all terms and conditions - Timetable and milestones - Describe how the Offeror will create the database of every refugee in the community - Needs analysis if the community 				
3. Established Need of the Community (15 points possible)		----	----	----
Needs of the community are clearly described	10 points possible		X 2	
Plan to create database of all community members	5 points possible		X 1	
4. Capacity of Refugee Community Organization to meet the needs of the community (with the technical assistance of the mentoring organization) (10 points possible)	10 points possible		X 2	
5. Cost (35 points possible)	35 points possible			* Inserted by Purchasing

TOTAL EVALUATION POINTS	(100 points possible)		Total	
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* Purchasing will use the following cost formula: The points assigned to each Offerors cost proposal will be based on the lowest proposal price. The Offeror with the lowest Proposed Price will receive 100% of the price points. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$.

**DEPARTMENT OF WORKFORCE SERVICES
STANDARD TERMS AND CONDITIONS
ATTACHMENT B**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 63-56-1 and 35A-1-104, UCA 1953 as amended, Utah State Procurement Regulations (UAC Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for the Department.
2. **CONFLICT OF INTEREST:** The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **CITING DEPARTMENT IN ADVERTISING:** The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.
4. **IMPOSITION OF FEES:** The GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by the DEPARTMENT.
5. **CODE OF CONDUCT (Attached if Applicable):** The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR agrees that each of its employees or volunteers receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
6. **HUMAN SUBJECTS RESEARCH:** The CONTRACTOR shall not conduct research involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
7. **DRUG-FREE WORKPLACE:** The CONTRACTOR agrees to abide by the DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
8. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

A. As noted in this Contract, the CONTRACTOR is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving state and federal funds under this Contract, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

C. The CONTRACTOR shall comply with Section 188 of the Workforce Investment Act, and Title VI of the Civil Rights Act as noted above, as well as guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this contract. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000.

10. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.
11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits

initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.

12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:

- a. **Assignment.** Notwithstanding the DEPARTMENTS right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this Contract is based on the reputation of the CONTRACTOR, and this Contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
- b. **Subcontractors.** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods, which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractors duties under this Contract; or (2) Federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:
 - (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. The CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) Provisions Required in Subcontracts: If the CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i).

13. MONITORING: DEPARTMENT shall have the right to monitor the CONTRACTOR'S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the CONTRACTOR'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

Client or Contract Staff Satisfaction Surveys. The CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.

14. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
15. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.
16. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.
17. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
18. CONTRACT TERMINATION:
 - a. **Default Termination.** In the event this Contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
 - b. **Immediate Termination.** If the CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows the DEPARTMENT to terminate the Contract immediately for a violation of that provision, the DEPARTMENT may terminate this Contract immediately by notifying the CONTRACTOR in writing.
 - c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - e. **Remedies for Contractor's Violation.** The CONTRACTOR acknowledges that if the CONTRACTOR violates the terms of this Contract, the DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies

including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

19. BILLINGS AND PAYMENTS: Payments to the CONTRACTOR will be made by the DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billings and services for the month of June must be received by DEPARTMENT no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will not allow claims for services furnished by the CONTRACTOR which are not specifically authorized by this contract.

20. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates or Fee for Performance Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.

21. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.

22. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the CONTRACTOR, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.

23. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by Federal/State law, regulation, action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.

24. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Contract.
25. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractors' officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
26. FINANCIAL/COST ACCOUNTING SYSTEM: CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GASB, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.
27. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify the DEPARTMENT of the grievance and it's disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.
28. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The CONTRACTOR will be required to sign the DEPARTMENT'S disclosure statement.
29. COPYRIGHT: The CONTRACTOR agrees that any and all deliverables prepared for the DEPARTMENT, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the DEPARTMENT. The

DEPARTMENT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, CONTRACTOR agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to DEPARTMENT. CONTRACTOR further agrees to provide all assistance reasonably requested by DEPARTMENT in the establishment, preservation, and enforcement of its rights in such work and deliverables, without any additional compensation to DEPARTMENT. CONTRACTOR agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

30. **NON-FEDERAL MATCH:** For those Contracts requiring a non-federal match, said match shall be:

- a. Expenses that are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.

Invoices submitted to DEPARTMENT should detail the total cost of the Contract program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

31. **DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS**

- a. **Federal Cost Principles determine allowable costs in the Department contracts.** They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). CONTRACTOR may locate the Federal Cost Principles applicable to its organization at the Internet web site:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

- b. **Compliance with Federal Cost Accounting Principles.** For CONTRACTOR'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Accounting Principles," the principles applicable to a particular CONTRACTOR depend upon the CONTRACTOR'S legal status.

Table 1: Cost Accounting Principles

Contractor	Federal Cost Principles
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

c. **Additional Cost Principles.**

Compensation For Personal Services:

- (1) In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - (a) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - (b) Employees who are compensated from one or more contracts, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - (c) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the CONTRACTOR wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
 - (i) A perpetual time record must be maintained, and
 - (ii) Prior written approval must be obtained from the DEPARTMENT'S Finance-Contracting Division
- (2) Compensation for Personal Expenses: The DEPARTMENT will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- d. **Third-Party Reimbursement And Program Income.** The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

32. ADMINISTRATIVE EXPENDITURES: DEPARTMENT will reimburse CONTRACTOR for actual administrative or indirect costs (Category I) up to 15% of the total program and capital (Category III & II) costs as negotiated in the attached budget.
33. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): The budget attached hereto shall be the basis for payment. The CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The CONTRACTOR may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned

costs unless restrictions have been placed on subcategories within this major category. When the Contract restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

34. **RELATED PARTIES:** The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract the CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this Contract must be disclosed on a statement for related party transactions and is available from the DEPARTMENT'S Finance/Contracting Division. It will require:

- a. The name of the CONTRACTOR'S Representative who is related to the party that the CONTRACTOR seeks to make payments to.
- b. The name of the other related party.
- c. The relationship between the individuals identified in a. and b. above.
- d. A description of the transaction in question and the dollar amount involved (if any).
- e. The decision-making authority of the CONTRACTOR'S Representative and the party identified in b. above, with respect to the applicable transaction.
- f. The potential effect of the payment to a related party on this Contract; and
- g. The measures taken by the CONTRACTOR to protect the DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.

ATTACHMENT C **CODE OF CONDUCT**

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor shall not engage any client as an observer or participant in sexual acts. The Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ,

any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.

2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor shall prominently display a poster, provided by the Department, notifying contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.12/02]

Contractor

Date

**DEPARTMENT OF WORKFORCE SERVICES
DISCLOSURE OF INFORMATION
ATTACHMENT D**

The CONTRACTOR will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purposes identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The CONTRACTOR shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for the unauthorized disclosure.
6. The CONTRACTOR shall permit the Utah DWS, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this contract, State laws, and federal statutes and regulations are being met.

Contractor

Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 Feb 2007)

**DEPARTMENT OF WORKFORCE SERVICES
STANDARD TERMS AND CONDITIONS
ATTACHMENT B**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 63-56-1 and 35A-1-104, UCA 1953 as amended, Utah State Procurement Regulations (UAC Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for the Department.
2. **CONFLICT OF INTEREST:** The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **CITING DEPARTMENT IN ADVERTISING:** The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.
4. **IMPOSITION OF FEES:** The GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by the DEPARTMENT.
5. **CODE OF CONDUCT (Attached if Applicable):** The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR agrees that each of its employees or volunteers receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
6. **HUMAN SUBJECTS RESEARCH:** The CONTRACTOR shall not conduct research involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
7. **DRUG-FREE WORKPLACE:** The CONTRACTOR agrees to abide by the DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
8. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

A. As noted in this Contract, the CONTRACTOR is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving state and federal funds under this Contract, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

C. The CONTRACTOR shall comply with Section 188 of the Workforce Investment Act, and Title VI of the Civil Rights Act as noted above, as well as guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this contract. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000.

10. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.

11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits

initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.

12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:

- a. **Assignment.** Notwithstanding the DEPARTMENTS right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this Contract is based on the reputation of the CONTRACTOR, and this Contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
- b. **Subcontractors.** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods, which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractors duties under this Contract; or (2) Federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:
 - (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. The CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) Provisions Required in Subcontracts: If the CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i).

13. MONITORING: DEPARTMENT shall have the right to monitor the CONTRACTOR'S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the CONTRACTOR'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

Client or Contract Staff Satisfaction Surveys. The CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.

14. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
15. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.
16. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.
17. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
18. CONTRACT TERMINATION:
 - a. **Default Termination.** In the event this Contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
 - b. **Immediate Termination.** If the CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows the DEPARTMENT to terminate the Contract immediately for a violation of that provision, the DEPARTMENT may terminate this Contract immediately by notifying the CONTRACTOR in writing.
 - c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - e. **Remedies for Contractor's Violation.** The CONTRACTOR acknowledges that if the CONTRACTOR violates the terms of this Contract, the DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies

including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

19. BILLINGS AND PAYMENTS: Payments to the CONTRACTOR will be made by the DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billings and services for the month of June must be received by DEPARTMENT no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will not allow claims for services furnished by the CONTRACTOR which are not specifically authorized by this contract.

20. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates or Fee for Performance Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.

21. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.

22. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the CONTRACTOR, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.

23. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by Federal/State law, regulation, action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.

24. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Contract.
25. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractors' officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
26. FINANCIAL/COST ACCOUNTING SYSTEM: CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GASB, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.
27. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify the DEPARTMENT of the grievance and it's disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.
28. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The CONTRACTOR will be required to sign the DEPARTMENT'S disclosure statement.
29. COPYRIGHT: The CONTRACTOR agrees that any and all deliverables prepared for the DEPARTMENT, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the DEPARTMENT. The

DEPARTMENT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, CONTRACTOR agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to DEPARTMENT. CONTRACTOR further agrees to provide all assistance reasonably requested by DEPARTMENT in the establishment, preservation, and enforcement of its rights in such work and deliverables, without any additional compensation to DEPARTMENT. CONTRACTOR agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

30. **NON-FEDERAL MATCH:** For those Contracts requiring a non-federal match, said match shall be:
- Expenses that are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
 - Allowable under applicable cost principles.
 - Not paid by the Federal Government under another award except where authorized by Federal statute.
 - In accordance with the appropriate Federal grant being matched.

Invoices submitted to DEPARTMENT should detail the total cost of the Contract program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

31. **DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS**

- Federal Cost Principles determine allowable costs in the Department contracts.** They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). CONTRACTOR may locate the Federal Cost Principles applicable to its organization at the Internet web site:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>
- Compliance with Federal Cost Accounting Principles.** For CONTRACTOR'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Accounting Principles," the principles applicable to a particular CONTRACTOR depend upon the CONTRACTOR'S legal status.

Table 1: Cost Accounting Principles

Contractor	Federal Cost Principles
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

c. **Additional Cost Principles.**

Compensation For Personal Services:

- (1) In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - (a) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - (b) Employees who are compensated from one or more contracts, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - (c) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the CONTRACTOR wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
 - (i) A perpetual time record must be maintained, and
 - (ii) Prior written approval must be obtained from the DEPARTMENT'S Finance-Contracting Division
- (2) Compensation for Personal Expenses: The DEPARTMENT will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- d. **Third-Party Reimbursement And Program Income.** The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

32. ADMINISTRATIVE EXPENDITURES: DEPARTMENT will reimburse CONTRACTOR for actual administrative or indirect costs (Category I) up to 15% of the total program and capital (Category III & II) costs as negotiated in the attached budget.
33. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): The budget attached hereto shall be the basis for payment. The CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The CONTRACTOR may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned

costs unless restrictions have been placed on subcategories within this major category. When the Contract restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

34. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract the CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this Contract must be disclosed on a statement for related party transactions and is available from the DEPARTMENT'S Finance/Contracting Division. It will require:

- a. The name of the CONTRACTOR'S Representative who is related to the party that the CONTRACTOR seeks to make payments to.
- b. The name of the other related party.
- c. The relationship between the individuals identified in a. and b. above.
- d. A description of the transaction in question and the dollar amount involved (if any).
- e. The decision-making authority of the CONTRACTOR'S Representative and the party identified in b. above, with respect to the applicable transaction.
- f. The potential effect of the payment to a related party on this Contract; and
- g. The measures taken by the CONTRACTOR to protect the DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.

FINANCIAL REPORTING

ATTACHMENT E

(Revised 9-05)

For sub recipients and service providers.

a. General Requirements.

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Grantees providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From the Department in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from the DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by the DEPARTMENT.
- (3) Grantee's Compliance with Applicable Financial Laws. The GRANTEE shall comply with all applicable federal and state laws regarding financial reports. The GRANTEE shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For the GRANTEE'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and the GRANTEE understands that it is obligated to seek independent legal or accounting advice. GRANTEE may access the applicable federal and state financial reporting requirements through the following Internet web sites:

Table 2: Federal, State and the Department Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://www.le.utah.gov/~code/TITLE51/51_01.htm
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code/r123/r123-005.htm
SULCAG	http://www.sao.utah.gov/sulcag/Introduction.htm

- (4) Additional Financial Reporting Requirements for DEPARTMENT Grants. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Grant requires GRANTEE to submit various financial reports to the Department of Workforce Services Grant Unit, as set forth in a separate column in Table 3 below, "Federal, State and DWS Financial Reporting Requirements."

- (5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a Grantee is required to obtain and submit an annual audit or other financial reports is determined by the Grantee's entity type, the amount, and source of government funds that the Grantee expends during a given year.

Based on the SULCAG, DEPARTMENT requires all GRANTEES, except sole proprietorships, to submit an audit prepared according to "government auditing standards" whenever the GRANTEE has \$350,000.00 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of GRANTEES with total revenues under \$350,000.00 (see Table 3 below "Federal, State and DWS Financial Reporting Requirements").

c. Definitions For Auditing And Financial Terms Used In This Grant.

- (1) "*Federal Funds*" means Federal financial assistance that a Grantee receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) "*Government Funds*" means financial assistance that a Grantee receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (3) "*OMB*" means the federal Executive Office of the President, Office of Management and Budget.
- (4) "*OMB Circular*" means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (5) *"Pass-Through Entity"* means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (6) *"Service Provider"* means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (7) *"Subrecipient"* means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

d. Grantee's Submission Of Required Audits And Other Financial Reports:

- (1) Deadlines. The GRANTEE shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DWS Grant provisions, needs an extension for filing of such reports, the GRANTEE may request an extension by contacting the DEPARTMENT at the address below. However, GRANTEE understands that DEPARTMENT can extend only those deadlines for reports GRANTEE is required to submit to DEPARTMENT. GRANTEE must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. The GRANTEE shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT Grant provisions, the GRANTEE shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah
84145-0249

d. Additional Definitions Used In This Part:

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Grantee has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Grantee's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Grantee, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "*GAAP*" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "*GAAS*" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "*GAS*" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Grantee's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.
- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.

- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Grantee's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

Table 3: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$500,000 or more expended in Federal Funds	<p>Single Audit or Program Specific Audit, using GAGAS standards. (OMB Circular A-133.200, A-133.235, and A-133.500)</p> <p><u>Financial Reports Required from Grantee:</u></p> <ol style="list-style-type: none"> 1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse 2. Reporting Package- to: <ol style="list-style-type: none"> (a) Federal Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (OMB Circular A-133.320 (c) and (d)) 3. Submission by Subrecipients: <ol style="list-style-type: none"> (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. <p>(OMB Circular A-133.320(e)(1) and (e)(2))</p>	<p>Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <ol style="list-style-type: none"> 1. Copies of the entire Single Audit or <u>Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. <p>(The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)</p>	<ol style="list-style-type: none"> 1. As required by OMB Circular A-133, both government and non-profit Grantees shall provide to DWS the following: <ol style="list-style-type: none"> a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and 2. <u>This Grant also requires Grantee to submit the following:</u> <ol style="list-style-type: none"> a. Auditor's Management Letter; and b. Upon request by DWS, <ol style="list-style-type: none"> (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by OMB Circular A-133) (3) For non-profit Grantees, the statement of Functional Expenses. 	<ol style="list-style-type: none"> 1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (OMB Circular A-133.320) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$500,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	<p>All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <p>a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards.</p> <p>b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings.</p> <p>See Also Utah Code Ann.</p> <p>§ 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.</p>	<p>Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds:</p> <p>1. Copy of the Entire Audit Report required by the SULCAG; and</p> <p>2. Auditor's Management Letter.</p> <p>3. Statement of Functional Expenses.</p> <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SULCAG to submit any financial reports, DWS requires:</p> <p>1. Unaudited CPA Review; and</p> <p>2. Statement of Functional Expenses.</p>	<p>Within six (6) months after end of Grantee's fiscal year</p> <p>Utah Code Ann. § 51-2-2</p>

	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	<p>All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.</p>	<p>Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds):</p> <ol style="list-style-type: none"> 1. Unaudited CPA Review; and 2. Statement of Functional Expenses <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds:</p> <ol style="list-style-type: none"> 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses 	Within six (6) months after end of Grantee's fiscal year
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Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
	Less than \$100,000 but \$10,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (6) months after end of Grantee's fiscal year
	Less than \$10,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved	NO REQUIREMENTS	Within six (6) months after end of Grantee's fiscal year

For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	by the State Auditor	NO REQUIREMENTS	<p>The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions:</p> <ol style="list-style-type: none"> 1. The reporting format required of non-profit Grantees is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report. 	Within six (6) months after end of Grantee's fiscal year
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INSURANCE
ATTACHMENT F

- A. **Required Insurance.** The CONTRACTOR shall maintain adequate protection against liability as specified in this Grant. Specifically, unless DEPARTMENT gives prior written consent to a different arrangement, the CONTRACTOR shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Grant. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Grant is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the CONTRACTOR provides documentation verifying the insurance company providing the CONTRACTOR'S insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The CONTRACTOR'S insurance policy shall include an endorsement that names the State of Utah, DEPARTMENT, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DEPARTMENT, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the CONTRACTOR'S acts or omissions in connection with this Grant. The CONTRACTOR is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Insurance Clause."))

- B. **Deductibles and Similar Costs.** The CONTRACTOR shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Grant may not exceed \$1,000.00, unless the CONTRACTOR obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

Types of Liability Protection the Contractor Must Provide:

1. Private Contractor—Commercial Insurance Required: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall maintain the following policies of liability insurance at its sole expense during the term of this Grant, unless the CONTRACTOR has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:
 - (a) *General Liability Insurance:* The CONTRACTOR shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the CONTRACTOR. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence. If the CONTRACTOR is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the CONTRACTOR is written on a "claims-made" basis, the certificate of insurance shall so indicate, and

the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Grant is terminated.

(b) *Automobile Insurance:* If the CONTRACTOR'S services involve transporting any clients or goods for the DEPARTMENT, the CONTRACTOR shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the CONTRACTOR (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the CONTRACTOR subcontracts with another entity or individual for transportation services, or services that include transportation services, the CONTRACTOR may satisfy this insurance requirement by submitting proof that the Sub-contractor has complied with the requirements of the "Insurance and Indemnification" section of this Grant.

(c) *Professional Liability Insurance:* If the CONTRACTOR employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Grant, the CONTRACTOR shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Grant.

2. Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior Department Approval Required: If the CONTRACTOR claims that it is self-insured, the CONTRACTOR shall provide DEPARTMENT with adequate evidence that the CONTRACTOR is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DEPARTMENT with liability protection at least as adequate and extensive as the insurance otherwise required under this Grant for non-governmental entities. Specifically, the CONTRACTOR must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Grant, the CONTRACTOR shall obtain from DEPARTMENT a written statement indicating that DEPARTMENT has determined, based on the CONTRACTOR'S financial evidence and representations, that the CONTRACTOR'S self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Grant, and the CONTRACTOR is therefore not required to obtain additional commercial liability insurance naming DEPARTMENT as an insured party. If it sees fit, DEPARTMENT may include in this statement any additional conditions designed to ensure that the CONTRACTOR'S self-insurance arrangements are comparable to the insurance required of other non-governmental Contractors. A copy of the statement is attached to this Grant, and is a material provision of this Grant. Nothing in this provision shall be construed to require DEPARTMENT to consent to any self-insurance arrangements, and DEPARTMENT may withhold its approval for any reason whatsoever.

3. Doctors, Dentists, Mental Health Therapists and Other Professionals: If the CONTRACTOR is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the CONTRACTOR shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Grant. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.
4. Governmental Contractors and the Utah Governmental Immunity Act: If the CONTRACTOR is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
 - (a) **All Contractors--Workers' Compensation**. The CONTRACTOR shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code), which requires employers to provide workers' compensation coverage for their employees.
 - (b) **Indemnification**. Regardless of the type of insurance required by this section, the CONTRACTOR (and where applicable, the Subcontractor) shall provide the following indemnification:
 1. Indemnification by Non-Governmental Contractor: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall defend, hold harmless and indemnify DEPARTMENT and its employees and agents from and against all claims arising under this Grant as a result of the CONTRACTOR'S acts or omissions to act. If a court determines that the conduct of DEPARTMENT or its agents or employees is solely responsible for the claim in question, the CONTRACTOR shall have no obligation to indemnify DEPARTMENT, and DEPARTMENT shall reimburse the CONTRACTOR for any reasonable attorney's fees and costs actually incurred by the CONTRACTOR in defending the action.
 2. Indemnification by Governmental Contractor: If the CONTRACTOR is a governmental entity of the State of Utah, the CONTRACTOR and DEPARTMENT shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Grant, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Grant shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Grant is otherwise entitled.

3. Definition of the Term "Claim": Regardless of the type of CONTRACTOR, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Grant or with a party's failure to comply with the provisions of this Grant.
 4. Defense of Suits Brought Upon Claims: The CONTRACTOR shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DEPARTMENT shall have the option to participate in the defense of any such suit in which DEPARTMENT perceives that its interests are not being protected by the CONTRACTOR. In such cases, the participation of DEPARTMENT does not relieve the CONTRACTOR of any obligation under this Grant. However, if DEPARTMENT elects to retain independent counsel, DEPARTMENT shall pay the attorney's fees and costs associated with such counsel.
 5. No Subrogation or Contribution: The CONTRACTOR understands that it has no right of subrogation or contribution from the State or DEPARTMENT for any judgment rendered against the CONTRACTOR to the extent that such judgment results from the CONTRACTOR'S own negligence or material failure to perform under the terms of this Grant.
- (c) **Insurance Required of SubContractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "Subcontractor" in this Grant.) For example, if the CONTRACTOR is a governmental entity and the Subcontractor is a non-governmental entity, the CONTRACTOR shall comply with the insurance and indemnification provisions applicable to governmental entities, and the Subcontractor shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- (d) **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Grant, a non-governmental CONTRACTOR or Subcontractor shall obtain from its insurer(s) and shall provide to DEPARTMENT certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DEPARTMENT thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DEPARTMENT, a non-governmental CONTRACTOR or Subcontractor shall provide DEPARTMENT with evidence that the CONTRACTOR or Subcontractor has the insurance coverage required by this Grant. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

ATTACHMENT G

Definitions for this Request for Proposals

REFUGEE

For convenience, the term “refugee” used in this notice shall encompass all such eligible persons as follows:

- Refugee admitted under Section (§) 207 of the Immigration and Nationality Act (INA)
- Asylee, admitted under §208 of the INA
- Refugees or, asylees paroled under §212(d)(5) of the INA
- Cuban and Haitian entrants as defined under Code of Federal Regulation (CFR) 45 CFR § 401.2
- Certain Amerasians from Vietnam who are admitted the U.S. as contained in section 101(e) of Public Law 100-202 as amended
- Certain victims of a Severe Form of human Trafficking as certified under Public Law 106-386 as amended
- Certain Afghani or Iraqi immigrants admitted to the U.S. as Special Immigrants as contained in Public Laws (PL) 110-161 and 110-181 as amended. Due to PL 110-161 and PL 110-181, refugee funded services may not be provided to the Afghani special immigrants after 6 months from their date of entry or classification or to Iraqi special immigrants after 8 months from their date of entry or classification as special immigrants.

Limitations for individual services (Federal funded services)

A service provider may not provide services, except for referral and interpretive services, to refugees who have been in the United States for more than 60 months (5-year anniversary of refugee arrival in the United States). Certain services may be provided to the 5-year plus population if specified and exempted by ORR in notices published in the Federal Register or issued by the Director of ORR. This proposal may be funded from federal and state resources. Therefore, accurate record keeping is mandatory to assign federal funded services.

MENTORING ORGANIZATION (mentoring social service organization)

A mentoring organization is an established social service organization with a 501(c)(3) non-profit status and meets the minimum requirements of experience as outlined in this announcement.

REFUGEE COMMUNITY ORGANIZATION

A refugee community organization is a community-based organization, composed of refugees, working towards a common goal of providing services to their fellow refugees, that has been incorporated or wishes to be incorporated, as a 501(c)(3). At least one-half of the members of the Board of Directors must be refugees from the community being served.

COMMUNITY ADVOCATE

A community advocate is a person of the same nationality as the community being served and speaks the primary language of the community being served. The community advocate has the capability of working with underserved populations, of identifying basic needs of individuals and families, and providing the conduit to the resources to address these needs.

Attachment H

DWS-OSD 115
Rev. 5/2008



State of Utah
Department of Workforce Services
**RELEASE/DISCLOSURE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**

Name (Print) _____

PID _____

Case # _____

I understand that my records are protected under the State and Federal regulations as well as professional codes of ethics governing confidentiality and cannot be released or disclosed without my written consent, unless otherwise provided for in the State and Federal regulations.

I authorize the release and/or disclosure of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity..... ☐ Yes ☐ No

☐ Div. of Child & Family Services

☐ Div. of Services for People with Disabilities

☐ Div. of Youth Corrections

☐ Job Corps

☐ Juvenile Court

☐ Local Mental Health Providers

☐ School Districts

☐ State/Local Health Department

☐ Substance Abuse Treatment Providers

☐ Vocational Rehabilitation

☐ Other _____

☐ Other _____

The information selected below is to be released and/or disclosed to coordinate a variety of services on my behalf. In order to provide these services, representatives of public and private agencies may be working together and may need to share information about me with one another.

I authorize the information below to be released from and/or disclosed to the agencies selected above to assist the Department of Workforce Services (DWS) in coordinating services for me. I only authorize the release and/or disclosure of the specific items checked below. I understand that this consent is effective from the date below until the final day of the month following the termination of my currently open program(s) with DWS. I understand I may revoke this consent at any time by sending written notification to my Employment Counselor.

Note: DWS does not disclose controlled documents without consent of the DWS Legal Department.

R = Release my information from a third party to DWS

D = Disclose my information from DWS to a third party

R D

☐ ☐ Employment Information
(wages, hours worked, schedule, etc.)

R D

☐ ☐ Employment Plan
Development/Renegotiation

R D

☐ ☐ Legal Information (court
documents/orders, etc.)

☐ ☐ Add'l. Monitoring Information
(WSL, CTW, job leads/contacts, etc.)

☐ ☐ School Information
(progress, attendance, schedule,
etc.)

☐ ☐ Treatment Information (plan,
schedule, attendance, etc.)

☐ ☐ Other _____

☐ ☐ Other _____

☐ ☐ Other _____

☐ ☐ Other _____

☐ ☐ Other _____

☐ ☐ Other _____

Signature of Customer _____

_____ Date

Signature of Parent or Guardian, if under age 18 _____

_____ Date

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162

INSTRUCTIONS FORM 115
Release/Disclosure of Information
& Consent for Coordinated Services

PURPOSE:

Use the Form 115 as authorization from an individual to obtain release and/or disclosure of information and consent for *coordinated services* between DWS (Department of Workforce Services) and other agencies that serve our customers. A release allows DWS to request and receive information from a third party on behalf of the customer. A disclosure allows DWS to provide information to a third party on behalf of the customer.

Use this form when coordinating services for individuals who are receiving any DWS Intensive and/or Training services. **Do not use the Form 115 for families served through Collaborative Coordinated Services (CCS).** For CCS families, use the Form 116, Release of Information and Consent for Coordinated Services.

Use this form to explain to the customer the process they may choose for coordination of non-DWS services. DWS must obtain the customer's permission to contact other agencies on their behalf. Coordination between agencies will reduce duplication of services and time spent completing general information forms or multiple assessment instruments. Explain to the customer that the collaborative approach is available, but the customer may elect to secure services by contacting individual agencies.

In compliance with HIPAA laws, DWS does not disclose controlled documents without consent of the DWS Legal Department. Controlled documents are psychological and psychiatric in nature.

PREPARATION:

Print the customer's name, PID, and case number at the top of the form.

Have the customer indicate if they authorize the release and/or disclosure of information with the agencies listed. The Employment Counselor will check the respective "yes" or "no" box for each individual or organization listed or added to the list in the "Other" field to indicate that the release or disclosure is permissible. If a customer selects "no", this indicates that they decline the opportunity to release and/or disclose information and the DWS service provider will continue to deliver case management services as indicated in policy.

Select the type of information authorized for release (R) or disclosure (D), by checking the appropriate "R" and/or "D" boxes. Fill in the "Other" field with the type of information needed for release and/or disclosure if different from the types already listed.

The customer must sign and date this form, as well as the parent or guardian if the customer is under the age of 18.

DISTRIBUTION:

Image the original signed Form 115 in the customer's electronic file.

Provide copies of the signed Form 115 to the individual(s) and/or organization(s) involved in the coordination of services and to the customer upon request.

RETENTION:

Permanent.



ATTACHMENT I
**UTAH'S PARTNERSHIP
REFERRAL FOR SERVICES**

Date: _____

Customer's Name: _____

Address: _____ Zip Code: _____

Phone: _____ Alternative Phone: _____

Referred To: _____
Organization Address City Zip Code

Contact Person: _____ Phone: _____ Ext: _____

Referred For:

• Assessment	• SSI/SSDI	• Transportation
• Family Services	• Medical Services	• Food Assistance
• Education/Training	• Financial Assistance	• Energy Assistance
• Counseling, Personal	• Housing	• Legal Services
• Veteran's Services	• Abuse Advocate	• Crisis Intervention
• Placement/Job Development	• Vocational Rehabilitation	• Other

Specify: _____

List of other Agencies Referred To: _____

Referring From: _____
Organization Address City Zip Code

Referred By: _____ Phone: _____ Fax: _____

Response Requested: • Yes • No Comments: _____

Attachments (if applicable):

- | | | | |
|--------------|-------------------|----------------------|-------------------|
| • Release of | • Assessments | • Intake/Eligibility | • Employment Plan |
| • Payment | • Medical Records | • Other: _____ | |

Note to the Customer: **"THIS IS A REFERRAL ONLY!"** Services will be determined by the provider according to agency guidelines.

Question and Answers for Bid #RC8931 - Refugee Community Advocate & Capacity Building

Overall Bid Questions

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.